

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

ENVISION HEALTHCARE CORPORATION,
et al.,¹

Debtors.

Chapter 11

Case No. 23-90342 (CML)

(Joint Administration Requested)

Re: Docket No.

**ORDER (I) AUTHORIZING (A) THE REJECTION OF
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES
AND (B) ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY, EACH
EFFECTIVE AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) granting the Debtors authority to reject certain Contracts and Leases identified on Exhibit 1 and Exhibit 2 attached hereto, effective as of the Petition Date, and (b) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and

¹ A complete list of each of the Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://restructuring.ra.kroll.com/Envision>. The Debtors' service address is 1A Burton Hills Boulevard, Nashville, Tennessee 37215.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Pursuant to section 365 of the Bankruptcy Code, the Contracts and Leases set forth on Exhibit 1 and Exhibit 2 attached hereto are hereby rejected effective as of the Petition Date.

2. The Debtors are authorized to abandon any Personal Property located on the Premises free and clear of all liens, claims, encumbrances, interests, and rights of third parties, and all such property is deemed abandoned as of the Petition Date. The applicable counterparty to each of the Leases may utilize or dispose of such Personal Property in its sole and absolute discretion without further notice or liability to any party claiming an interest in such abandoned property. The automatic stay, to the extent applicable, is modified to allow for such utilization or disposition.

3. Any claims based on the rejection of the rejection of the Contracts and Leases set forth on Exhibit 1 and Exhibit 2 shall be filed in accordance with any order of the Court establishing the applicable bar date for filing a proof of claim.

4. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable

nonbankruptcy law, (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds, (c) a promise or requirement to pay any claim, (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested in the Motion or a finding that any particular claim is an administrative expense claim or other priority claim, (e) admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates, (f) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law, or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief granted herein are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

5. Notwithstanding anything to the contrary contained in the Motion or this Order, any payment to be made and any relief or authorization granted hereunder shall be limited by, and shall be subject to, the requirements imposed on the Debtors in any orders entered by this Court authorizing the Debtors' use of cash collateral (any such order, a "Cash Collateral Order"), including, for the avoidance of doubt, the cash collateral budget. To the extent of any conflict (but solely to the extent of such conflict) between the terms of this Order and the terms of any Cash Collateral Order, the terms of the Cash Collateral Order will govern.

6. Notwithstanding anything to the contrary in the Motion or this Order, any payments made under this Order that are attributable to the EVPS Debtors (as defined in the Restructuring Support Agreements) shall be satisfied solely by the EVPS Debtors and any payments made under this Order that are attributable to the AMSURG Debtors (as defined in the Restructuring Support Agreements) shall be satisfied solely by the AMSURG Debtors, in each case in the ordinary course

of business, consistent with past practice, and in accordance with the shared-services agreement dated April 29, 2022, by and between AmSurg, LLC and Envision Healthcare Corporation, and in accordance with the Cash Collateral Orders and the corresponding cash collateral budgets.

7. Notice of the Motion as provided therein shall be deemed good and sufficient and satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules.

8. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

9. The Debtors are authorized to take all reasonable actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Houston, Texas

Dated: _____, 2023

CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1**Schedule of Rejected Leases¹**

Lease	Debtor / Lessee	Property Location	Counterparty / Lessor
Lease 1	AmSurg Corporation	7600 & 7700 W. Sunrise Blvd. Building II, Building IV Plantation, FL 33322	Plantation Pointe Office Holding, LLC
Lease 2	EmCare, Inc.	8400 Red Bug Lake Rd. Suite 2030 Oviedo, FL 32765	Oviedo Medical Center, LLC & HCA Inc.
Lease 3	Envision Healthcare Corporation	2515 Perimeter Place Dr. Suite 2501-200 Nashville, TN 37214	CCP – Cumberland, LLC & CCP – Royal LLC
Lease 4	Envision Healthcare Corporation	6363 S. Fiddlers Green Circle Suites 1300 ,1400 and 1500 Greenwood Village, CO 80111	PV1 Properties LLC
Lease 5	Envision Physician Services	1801 NW 66th Avenue Plantation, FL 33313	Delta Investors Group, LLC
Lease 6	Greater Florida Anesthesiologists, LLC	6810 N. State Rd 7 Suite 117 Coconut Creek, FL 33073	Elite Office Suites, LLC
Lease 7	Greater Florida Anesthesiologists, LLC	3500 E. Fletcher Ave. Suite 205 Tampa, FL 33613	Eastbourne Investments Ltd.
Lease 8	Infinity Healthcare, Inc.	111 E. Wisconsin Avenue - Chase Tower Suite 2100 Milwaukee, WI 53202	Chase Tower Wisconsin Reality LP
Lease 9	Physician Office Partners, Inc.	6050 Sprint Parkway Overland Park, KS 66211	OP-KC Aspiria LLC
Lease 10	QRX Medical Management, LLC	12221 Merit Drive Suites 1500 & 1610 Dallas, TX 75251	Hartman Three Forest Plaza, LLC
Lease 11	Reimbursement Technologies, Inc.	14500 South Outer Fort Suite 400 Chesterfield, MO 63017	Lakeview Partners
Lease 12	Sheridan Healthcorp of California, Inc.	2175 N. California Blvd. Suite 425 Walnut Creek, CA 94596	SFII MT. DIABLO PLAZA, LLC
Lease 13	Sheridan Healthcorp, Inc.	1381 Citrus Tower Boulevard Suite 4 Clermont, FL 34711	Mike Richards

¹ The inclusion of a lease on this list does not constitute an admission as to the existence or validity of any claims held by the lease counterparty.

Lease	Debtor / Lessee	Property Location	Counterparty / Lessor
Sublease to Lease 1	AmSurg Corporation	7600 & 7700 W. Sunrise Blvd. Building II, Building IV Plantation, FL 33322	Chewy, Inc.
Sublease to Lease 2	EmCare, Inc.	8400 Red Bug Lake Rd. Suite 2030 Oviedo, FL 32765	Upperline Health, Inc.
Sublease to Lease 3	Envision Healthcare Corporation	2515 Perimeter Place Dr. Suite 2501-200 Nashville, TN 37214	NationsBenefits, LLC
Sublease to Lease 4	Envision Healthcare Corporation	6363 S. Fiddlers Green Circle Suites 1300 ,1400 and 1500 Greenwood Village, CO 80111	Air Medical Group Holdings, Inc.
Sublease of Lease 5	Envision Physician Services	1801 NW 66th Avenue Plantation, FL 33313	NationsBenefits, LLC
Sublease to Lease 9	Physician Office Partners, Inc.	6050 Sprint Parkway Overland Park, KS 66211	SelectQuote Insurance Services & NationsBenefits, LLC
Sublease to Lease 10	QRX Medical Management, LLC	12221 Merit Drive Suites 1500 & 1610 Dallas, TX 75251	USFRSC, Inc. & NationsBenefits, LLC
Sublease to Lease 11	Reimbursement Technologies, Inc.	14500 South Outer Fort Suite 400 Chesterfield, MO 63017	Virtus Holdings USA Inc.

Exhibit 2**Schedule of Rejected Contracts¹**

Contract	Debtor	Description	Counterparty
Contract 1	Envision Healthcare Corporation	18.75% Interest in a Citation Latitude	NetJets Services, Inc.
Contract 2	Envision Healthcare Corporation	Development and support of proprietary software	Cerner Corporation

¹ The inclusion of a contract on this list does not constitute an admission as to the existence or validity of any claims held by the contract counterparty.